

***Insurance:***

Throughout the duration of the Permit, Applicant must maintain insurance to cover Applicant (including its agents, representatives, contractors, and employees), including any permission to enter onto City property, in connection with the activities under the Permit and performance of its obligations under these Conditions. This section identifies the minimum insurance levels with which Applicant shall comply; however, the minimum insurance levels shall not relieve Applicant of any other performance responsibilities under these Conditions (including the indemnity requirements), and Applicant may carry, at its own expense, any additional insurance it deems necessary or prudent.

(a) Applicant must furnish written proof of insurance (certificates and endorsements), in a form acceptable to the City. Proof of insurance shall be made to the City of Fremont Department of Risk Management. Applicant must provide substitute written proof of insurance no later than 30 days before the expiration date of any insurance policy required by this Condition.

(b) Minimum Insurance Levels. Applicant must maintain insurance at the following minimum levels:

(1) Commercial General Liability (with coverage at least as broad as ISO form CG 00 01 01 96) coverage in an amount not less than \$1,000,000 general aggregate and \$1,000,000 per occurrence for general liability, bodily injury, personal injury, and property damage.

(2) Automobile Liability (with coverage at least as broad as ISO form CA 00 01 07 97, for “any auto”) coverage in an amount not less than \$1,000,000 per accident for bodily injury and property damage.

(3) Workers’ Compensation coverage as required by the State of California.

(c) Endorsements. The insurance policies must be endorsed as follows:

(1) For the commercial general liability insurance, the City (including its elected officials, employees, and agents) shall be named as insured, and the policy shall be endorsed with a form at least as broad as ISO form CG 20 10 11 85.

(2) Applicant’s insurance is primary to any other insurance available to the City with respect to any claim arising out of activities in connection with the Permit. Any insurance maintained by the City shall be excess of Applicant’s insurance and shall not contribute with it.

(3) Applicant’s insurance will not be canceled, limited, or allowed to expire without renewal until after 30 days written notice has been given to the City.

## Film and Special Event Permits

(d) Qualifications of Insurers. All insurance companies providing coverage to Applicant shall be insurance organizations authorized by the Insurance Commissioner of the State of California to transact the business of insurance in the State of California, and shall have an A.M. Best's rating of not less than "A:VII."

(e) Applicant's insurance must cover the period of set-up and dismantling of the event.